

#10,013
Copy 2 of 3

June 6, 1961

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[Redacted]
Contracting Officer
Washington, D.C.

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Dear [Redacted]

We return herewith two executed copies of the novation agreement covering the transfer to a corporate entity, pursuant to the terms of Contract CC-28441.

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Very truly yours.

[Redacted]
Herbert I. Miller

HIM:sw

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OXC-1710
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AGREEMENT

STAT THIS AGREEMENT, entered into as of 31 March 1961, by and between Herbert I. Miller and [redacted] co-partners, (hereinafter referred to as the "Transferor"); INFORMATION FIDELITY INCORPORATED, a Corporation duly organized and existing under the laws of the State of Nevada with its principal office in the City of Las Vegas (hereinafter referred to as the "Transferee"); and the UNITED STATES OF AMERICA (Hereinafter referred to as the "Government").

WITNESSETH:

WHEREAS, the Government, represented by the Contracting Officer, has entered into a certain contract with the Transferor, (namely: Contract No. CC-28441) and the term "the Contract" as hereinafter used means the above Contract, including amendments and change orders thereto, heretofore made between the Government, represented by the Contracting Officer, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties, or obligations thereunder), and including amendments and change orders thereto hereafter made between the Government and the Transferee;

WHEREAS, as of 31 March 1961, the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of a Contract between the Transferor and the Transferee;

WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all the assets of the Transferor;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contract;

WHEREAS, the Transferee is in a position fully to perform the Contract, and such duties and obligations as may exist under the Contract;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contract so long as Messrs Miller and [redacted] continue in management employ of the Transferee;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands,

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and rights against the Government which it now has or may hereafter have in connection with the Contract.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contract. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contract, in all respects as if the Transferee were the original party to the Contract.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contract with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contract in all respects as if the Transferee were the original party to the Contract. The term "Contractor" as used in the Contract shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Contract, shall be deemed to have discharged pro tanto the Government's obligations under the Contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Contract to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this Agreement would have been obligated to pay or reimburse under the terms of the Contract.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contract as it may hereafter be amended or modified; and the Transferor hereby waives notice of and consent to any such amendment or modification.

9. Except as herein modified, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

BY

TITLE Contracting Officer

HERBERT I. MILLER

Co-partners

(Corporate Seal)

INFORMATION FIDELITY INCORPORATED

BY

TITLE

CERTIFICATE

_____ certify that I am the Secretary of INFORMATION FIDELITY INCORPORATED, named above; that Herbert I. Miller, who signed this Agreement on behalf of said corporation, was then President of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of said corporation this 6th day of June, 1961.

(Corporate Seal)